

**CADILLAC TRAIL LICENSE AGREEMENT BETWEEN
THE COUNTY OF ORANGE AND THE CITY OF COSTA MESA**

This License Agreement (“Agreement” or “License”) is made on this _____ day of _____ 2023 by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as “COUNTY” and the CITY OF COSTA MESA, hereinafter referred to as “CITY”. COUNTY and CITY are each a party to this Agreement.

COUNTY and CITY agree as follows:

1. TERM

This License shall become effective upon the date first above written. Said License shall continue in effect until terminated as provided in Clause 2 (TERMINATION) of this License or on March 30, 2071, whichever occurs first.

2. TERMINATION

This License shall be revocable by CITY, and COUNTY may terminate its use of this License, at any time by providing the other party with five (5) days written notice of such revocation or termination; however, as a courtesy, each party will attempt to give thirty (30) days written notice of such revocation or termination to the other party.

In the event of termination or revocation of this Agreement, COUNTY shall, upon request of CITY, removal all electrical transmission conduits from the License Area within Ninety (90) days.

3. LICENSE AREA

CITY grants to COUNTY the right to use that certain property hereinafter referred to as “License Area” shown on “Exhibit A” attached hereto and by reference made a part hereof.

4. LICENSE FEE

This License is offered to COUNTY at no cost.

5. USE

COUNTY’s use of the License Area shall be limited to installation, operation and maintenance of electrical transmission conduits. COUNTY shall provide fourteen (14) days’ written notice to CITY prior to installation of the electrical transmission conduits. The COUNTY shall provide CITY with at least two (2) working days’ notice of any COUNTY installation, operation and/or maintenance activities planned which may impact public use of the License Area, unless emergency conditions require immediate action by COUNTY in which case CITY shall be notified as quickly as feasible. Any situation resulting in the interference or termination of the electrical transmission or which could result in an injury or loss of life to the public shall be deemed an emergency condition.

COUNTY agrees not to use the License Area for any other purpose nor to engage in or permit any other activity within or from the License Area. COUNTY further agrees not to conduct or permit to be conducted any public or private nuisance in, on or from the License Area, not to commit or permit to be committed waste on the License Area, and to comply with all applicable laws and regulations in connection with its use of the License Area.

6. INDEMNIFICATION

COUNTY shall indemnify, defend with legal counsel approved by CITY, save, and hold harmless CITY, its elected and appointed officials, officers, agents, employees and contractors, or any of them from and against any judgment, loss, damage, liability, cost, charge, expense or attorneys' fees arising out of the COUNTY's use of the License Area, except to the extent such claims arise through the sole active negligent act or omission of CITY. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the COUNTY. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

Likewise CITY shall indemnify, defend with legal counsel approved by COUNTY, save, and hold harmless COUNTY, its elected and appointed officials, officers, agents, employees and contractors from and against any and all claims, demands, losses, or liabilities of any kind or nature which COUNTY, its elected and appointed officials, officers, agents, employees and contractors may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to properties as a result of, or arising out of, the sole active negligence of CITY, its officers, agents, employees, invitees, or licensees, in connection with the ownership, maintenance, or use of the License Area. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

7. NOTICES

All notices pursuant to this Agreement shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States Mail in the State of California duly registered or certified with postage prepaid. If any notice is sent by registered or certified mail, as aforesaid, the same shall be deemed served or delivered twenty-four (24) hours after mailing thereof as above provided. Notwithstanding the above, each party may also provide notices to the other party by personal delivery or by regular mail, and any such notice so given shall be deemed to have been given upon receipt.

If to County:

County of Orange
601 N. Ross Street
Santa Ana, CA 92701
Attn: OC Public Works Director

If to City:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: City Engineer

Attachment C

This Agreement may be executed in one or more counterparts, each of which will be deemed an original signature but all of which together will constitute one and the same instrument. An electronic signature shall be deemed as an original for purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COSTA MESA
A California Municipal Corporation

Lori Ann Farrell Harrison
Lori Ann Farrell Harrison, City Manager

Dated: 12/19/21

APPROVED AS TO FORM FOR CITY:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney, City of Costa Mesa

COUNTY OF ORANGE

Dated: _____

By: _____
Chair of the Board of Supervisors
County of Orange, California

Signed and certified that a copy of this document
has been delivered to the Chair of the Board per
G.C. Sec. 25103, Reso 79-1535

Robin Stieler
Clerk of the Board of Supervisors
County of Orange, California

Approved as to Form
Office of the County Counsel
County Orange, California

By: *Michael A. Haubert* Digitally signed by Michael A. Haubert
DN: cn=Michael A. Haubert, o=County of
Orange, ou=County Counsel,
email=michael.haubert@cococogov.com,
c=US
Date: 2023.01.18 08:40:57 -0800 Date: January 18, 2023
Deputy

PSOMAS

LEGAL DESCRIPTION

Underground Electrical Service Conduit

APN 139-661-30

In the City of Costa Mesa, County of Orange, State of California, being a portion of Parcel 43 as per the map filed in Book 160, Pages 22 through 26, of Parcel Maps in the Office of the Recorder of said County, and lying within the lands described in that 16-foot wide Easement Deed recorded July 27, 1992 as Instrument No. 92-501865, of Official Records of said County, described as follows:

Commencing at the northerly corner of said Parcel 43; thence along the northwesterly line of said Parcel 43 South 30°03'18" West 1160.90 feet to the **True Point of Beginning**; thence leaving said northwesterly line South 63°25'26" East 122.26 feet to the northeasterly line of said 16-foot wide easement; thence along said northeasterly line South 61°34'43" East 179.77 feet; thence leaving said northeasterly line South 29°33'04" West 14.92 feet to the northeasterly line of the land described in the Grant Deed recorded August 20, 2018, Instrument No. 2018000303280 of Official Records of said County; thence northwesterly along said northeasterly line the following two courses:

1.) North 60°40'33" West 97.80 feet;

2.) North 63°25'26" West 204.44 feet to said northwesterly line of said Parcel 43;

thence along said northwesterly line North 30°03'18" East 16.03 feet to the **True Point of Beginning**.

Containing 4546 square feet.

See Exhibit 'A' attached hereto and made a part hereof.

PSOMAS

1 The distances shown herein are grid distances. Ground distances may be
2 obtained by dividing grid distances by the combination factor of 0.99997837.

3
4 Prepared under the direction of



5
6
7 *Peter Fitzpatrick*

8 May 3, 2021

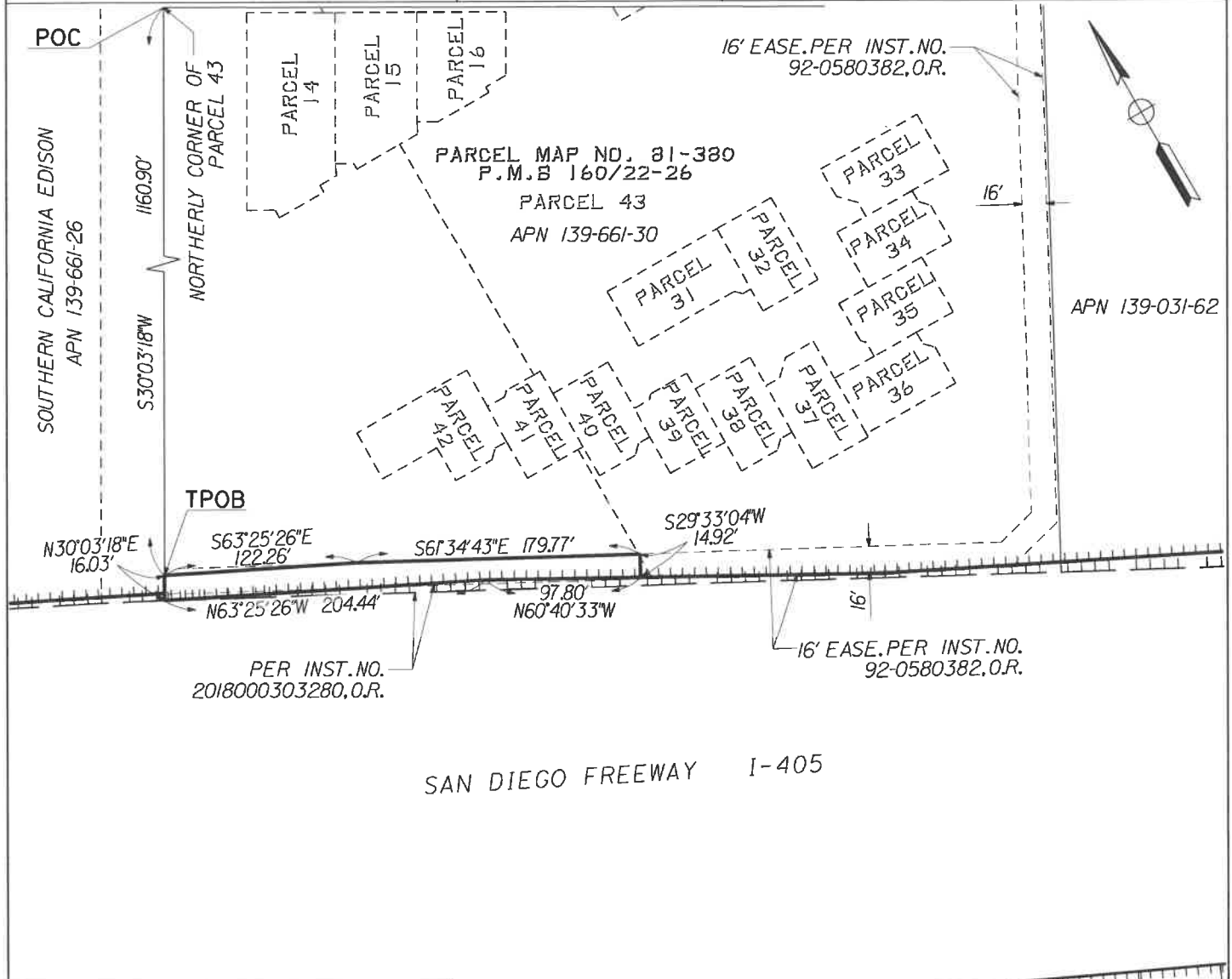
9 Peter J. Fitzpatrick, PLS 6777

Date

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EXHIBIT A

TITLE	AREA	APN
LICENSE AREA	4546 SF	139-661-30

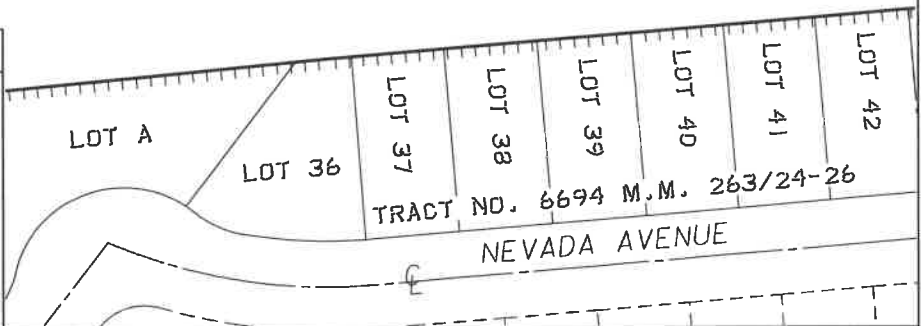


LEGEND

- (RAD) Indicates Radial Bearing
- TPOB True Point of Beginning
- POC Point of Commencement
- Old Right of Way (Superseded)
- ==== Exist Right of Way
- ===== Proposed Right of Way
- ||||| Access Prohibited

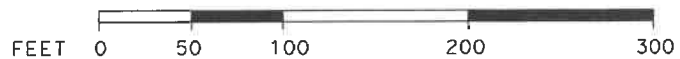
NOTES

The distances shown herein are grid distances. Ground distances may be obtained by dividing grid distances by the combination factor of 0.99997837.



LICENSE AREA

UNDERGROUND ELECTRICAL SERVICE CONDUIT



PREPARED BY:

PSOMAS

5 Hutton Centre Drive, Ste. 300
Santa Ana, California 92707
(714)751-7373 / (714)545-8883 (Fax)

DATE: 04-30-2021 REV. 2:

EA: OF

FA#:

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
12	ORANGE	405	12.73	1	1